

CONTRACT FOR LIQUID SODIUM HYPOCHLORITE PURCHASES FOR CITY POOLS

THIS CONTRACT is entered into this ____ day of _____, 2019, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and HAWKINS, INC. d/b/a HAWKINS WATER TREATMENT GROUP, a Minnesota corporation registered to do business in Florida (“CONTRACTOR”).

The parties in consideration of the mutual covenants recited below agree as follows:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the contract as provided by the following enumerated Specifications and Documents (“Contract Documents”), incorporated by reference and made part of this Contract:

- a. This Contract
- b. Addendum #2 dated June 17, 2019
- c. Addendum #1 dated June 11, 2019
- d. City of Gainesville Invitation to Bid #PRCA-190044-DM dated July 3, 2019
- e. Bid of Hawkins, Inc. dated June 28, 2019

In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

2. The CITY shall pay the CONTRACTOR One Dollar and Thirteen Cents (\$1.13) per gallon of Liquid Sodium Hypochlorite (NaOCl) at 12.5% or higher strength at delivery for the faithful performance of this Contract in the sums due upon verified invoice within thirty (30) days of receipt in accordance with the Invitation to Bid.

3. The CONTRACTOR and the CITY further agree that time is of the essence of the CONTRACT and that the work under the CONTRACT is required to be completed within the time specified in the Contract Documents.

4. The term of this Contract shall commence upon execution and shall end on September 30, 2021. However, upon satisfactory and faithful performance of this Contract by the CONTRACTOR, the parties may agree to extend the term of this Contract for a 12-month period with a maximum of three (3) such extensions.

5. This Contract, together with the attached Contract Documents, constitutes the entire agreement between the parties.

6. CONTRACTOR shall be considered an independent CONTRACTOR and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents.

7. CONTRACTOR shall maintain the following insurance throughout the term of this Contract:

- Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.
- Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage of \$1,000,000 per occurrence written on an occurrence basis (combined single limit for bodily injury and property damage). This should include CONTRACTOR'S pollution liability.
 - The CITY shall be an additional insured on such Public Liability Insurance and the CONTRACTOR shall provide copies of endorsements naming the CITY as additional insured.
- Automobile Liability Insurance Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage)

CONTRACTOR shall furnish the CITY a certificate of insurance in a form acceptable to the CITY for the insurance required. Such certificate or an endorsement must state that the CITY will be given thirty (30) days' written notice prior to cancellation or material change in coverage (but the CITY will accept 10 days' written notice of cancellation for non-payment).

8. This Contract shall be interpreted in accordance with the laws of the State of Florida, except for its conflict of laws' provisions. In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Alachua County, Florida

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IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

(SEAL) (If Corporation)

ATTEST OR WITNESS:

HAWKINS, INC. DBA HAWKINS
WATER TREATMENT GROUP:

Title: _____

Title: _____

ATTEST OR WITNESS:

CITY OF GAINESVILLE:

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney

This Form Document No. R19-0012 (rev date) is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney. OFFICE USE ONLY: Vendor/Customer Number: